

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Items Being Acquired

The Contractor shall furnish all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work and all requirements under this contract, at the prices in Section B.2.

B.2 Price Schedule

- a. The Contractor shall provide personnel in the labor categories and at the fully burdened hourly rates (wages, indirect costs, general and administrative expenses, and profit) set forth below. The number of Direct Productive Labor Hours (DPLH) is estimated amounts. Actual DPLHs may vary during the period of performance. The hourly rates are fully burdened rates and are fixed for the term of the contract.
- b. The Contractor shall obtain the advance approval of the Contracting Officer or other duly authorized representative prior to any travel.

BASE YEAR

Term: October 1, 2005 through September 30, 2006

CLIN	Item	Estimated DPLH (NTE)	Loaded Hourly Rate	Extended Price (NTE)
0001	Labor			
0001AA	Labor Category: Director			
0001AB	Labor Category: Deputy Director			
Additional categories as proposed and awarded				
0002	Travel			
0003	Other Direct Costs			
TOTAL CEILING PRICE (Not-To-Exceed)				\$

OPTION PERIOD 1

Term: October 1, 2006 through September 30, 2007

CLIN	Item	Estimated DPLH (NTE)	Loaded Hourly Rate	Extended Price (NTE)
0004	Labor			
0004AA	Labor Category: Director			
0004AB	Labor Category: Deputy Director			
Additional categories as proposed and awarded				
0005	Travel			
0006	Other Direct Costs			
TOTAL CEILING PRICE (Not-To-Exceed)				\$

OPTION PERIOD 2

Term: October 1, 2007 through September 30, 2008

CLIN	Item	Estimated DPLH (NTE)	Loaded Hourly Rate	Extended Price (NTE)
0007	Labor			
0007AA	Labor Category: Director			
0007AB	Labor Category: Deputy Director			
Additional categories as proposed and awarded				
0008	Travel			
0009	Other Direct Costs			
TOTAL CEILING PRICE (Not-To-Exceed)				\$

OPTION PERIOD 3

Term: October 1, 2008 through September 30, 2009

CLIN	Item	Estimated DPLH (NTE)	Loaded Hourly Rate	Extended Price (NTE)
0010	Labor			
0010AA	Labor Category: Director			
0010AB	Labor Category: Deputy Director			
Additional categories as proposed and awarded				
0011	Travel			
0012	Other Direct Costs			
TOTAL CEILING PRICE (Not-To-Exceed)				\$

OPTION PERIOD 4

Term: October 1, 2009 through September 30, 2010

CLIN	Item	Estimated DPLH (NTE)	Loaded Hourly Rate	Extended Price (NTE)
0013	Labor			
0013AA	Labor Category: Director			
0013AB	Labor Category: Deputy Director			
Additional categories as proposed and awarded				
0014	Travel			
0015	Other Direct Costs			
TOTAL CEILING PRICE (Not-To-Exceed)				\$

B.4 Option(s) to Extend the Contract

- a. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the contractor, in writing, by the Contracting Officer. When deciding whether to exercise an option, the Contracting Officer will consider a number of factors, including, but not limited to, the authorization and appropriation of funds for such purposes and the quality of the contractor's performance under the contract.
- b. This contract may be extended for a period of 12 months (Option Period 1), and subsequently for three 12 month periods (Option Periods 2, 3 and 4), at the hourly rates, costs and contract ceiling prices set forth in the following tables for each Option Period. The government will provide the contractor with its intent to exercise the Option Period within 60 days in accordance with FAR 52.217-9. The contractor consents to the exercise of the options in accordance with the statutory, regulatory, and contract requirements pertaining to the exercise of the option(s).

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. PURPOSE

Pursuant to Public Law 108-375 – The Ronald W. Reagan National Defense Authorization Act for Fiscal Year 2005, SEC. 3145 - REVIEW OF WASTE ISOLATION PILOT PLANT, this scope of work describes the effort to be conducted by an independent oversight contractor to the Department of Energy (DOE), and establishes the relationship and responsibilities between the DOE and the contractor. The contractor will conduct independent reviews and evaluations of the design, construction, and operations of the Waste Isolation Pilot Plant in New Mexico (WIPP) as they relate to the protection of the public health and safety and the environment. The contract, including option periods, shall be subject to the authorization and appropriation of funds for such purpose .

II. OVERVIEW

1. The contractor shall appoint a Director and Deputy Director, who shall be scientists of national eminence in the field of nuclear waste disposal, shall be free from any biases related to the activities of the WIPP, and shall be widely known for their integrity and scientific expertise.
2. The Director shall appoint staff. The professional staff shall consist of scientists and engineers of recognized integrity and scientific expertise who represent scientific and engineering disciplines needed for a thorough review of the WIPP, including disciplines such as geology, hydrology, health physics, environmental engineering, probability risk analysis, mining engineering, and radiation chemistry. The disciplines represented in the staff shall change as may be necessary to meet changed needs in carrying out the contract for expertise in any certain scientific or engineering discipline. Scientists and engineers employed under the contract shall have qualifications and experience equivalent to the qualifications and experience required for scientists and engineers employed by the Federal Government in grades GS-13 through GS-15.
3. Scientists and engineers employed under the contract shall have an appropriate support staff.
4. The Director and Deputy Director shall each be appointed for a term of 5 years, subject to contract renewal, i.e. exercise of the option periods, and may be removed only for misconduct or incompetence. The staff shall be appointed for such terms as the Director considers appropriate.
5. The rates of pay of professional staff and the procedures for increasing the rates of pay of professional staff shall be equivalent to those rates and procedures provided for the General Schedule pay system under chapter 53 of title 5, United States Code.
6. The results of reviews and evaluations carried out under the contract shall be published.

III. REQUIREMENTS

The contractor shall establish general policies and guidelines to be used by the Director in carrying out the work under the contract.

The contractor will review, evaluate, and comment on the environmental, health, and safety aspects of the DOE operations of the WIPP. However, the contractor's review shall not usurp the authority of any cognizant regulatory body and its applicable regulations, such as the Environmental Protection Agency (EPA) requirements of 40 CFR 194, the State of New Mexico Environment Department (NMED) requirements of the Hazardous Waste Act, or the Nuclear Regulatory Commission (NRC) requirements of

10 CFR 71. Determinations of the DOE's compliance with regulatory requirements shall remain the sole responsibility of the regulatory agencies, and are outside the scope of this contract.

The contractor may participate in regulatory related events that pertain to the DOE's operation of the WIPP, such as public meetings, hearings, document review, etc. The contractor may also have to testify before different forums, conduct discussions or report on its findings. Additionally, the contractor may, as necessary, prepare technical presentations about WIPP activities relevant to this scope of work to other agencies or entities at the federal, state, or local level.

The contractor may utilize all relevant documentation, including documentation developed by the DOE, its contractors, and other federal or state agencies which DOE furnishes to the contractor or which the contractor obtains from independent monitoring or other independent sources. Any documentation not in the public domain directly provided by DOE to the contractor shall not be released to others by any means without prior written consent of the DOE.

The contractor shall prioritize the use of available resources on those WIPP activities most significant to the protection of health safety and the environment. This prioritization may change over the term of this contract as areas are reviewed and resolved or as other areas are chosen to receive more emphasis.

The contractor's review and evaluation may focus on technical, scientific, and procedural areas such as, but not limited to, the following:

- a. Site characterization
- b. Performance assessment
- c. Facility equipment, such as
 - 1. Ventilation system
 - 2. Hoisting systems
 - 3. Filtration and effluent monitoring systems
 - 4. Waste handling systems
 - 5. Radiation measurement systems
 - 6. Emergency response systems
 - 7. Environmental protection systems
- d. Facility Operations, such as:
 - 1. Mining
 - 2. Waste Handling
 - 3. Occupational health monitoring
 - 4. Environmental monitoring and reporting
- e. Future planned activities, such as:
 - 1. Engineered barriers
 - 2. Experimental programs
 - 3. Decontamination and decommissioning plans
 - 4. Active and passive institutional controls
- f. Shipping site waste inventory
- g. Waste transportation to WIPP

The contractor may provide technical assistance to state and local agencies on matters relating to the protection of health, safety and environment. The contractor is encouraged to be involved with those agencies and organizations with authority over WIPP activities.

The contractor shall evaluate WIPP operations predicated on the risk to the public, workers and the environment, and make recommendations to the DOE for changes that align the requirements and costs of compliance with risk (e.g., hazardous waste characterization, MgO backfill safety criterion, etc.). The contractor shall act as a neutral facilitator (as neither an advocate nor critic) with DOE and its regulatory authorities when providing specific recommendations to the DOE. The contractor shall seek to

understand the needs of both the DOE and the regulatory authorities and assist in finding constructive solutions.

The contractor shall not duplicate efforts performed by the Carlsbad Environmental Monitoring and Research Center (CEMRC). CEMRC is currently operated by New Mexico State University and performs environmental monitoring related to WIPP operations.

IV. REPORTING

1. The contractor shall publicly publish reports that contain the results of its reviews and evaluations.
2. The contractor shall prepare and submit to the DOE, quarterly reports summarizing the work accomplished each quarter. These may be used as the basis for routine participation in meetings held between the state of New Mexico and DOE pursuant to the Stipulated Agreement to the 1981 Consultation and Cooperation Agreement.
3. The contractor shall prepare and submit to the DOE, an annual report that summarizes the independent reviews and evaluations prepared during contract period of performance. In addition, the annual report shall describe independent reviews and evaluations planned for the next contract period of performance.
4. The contractor shall prepare and submit to the DOE, monthly cost and financial status reports.

All reports and evaluations shall be prepared and submitted in accordance with Section J, Attachment A - "Reporting Requirements Checklist".

V. DOE RESPONSIBILITY

1. The DOE shall provide the contractor with timely and reasonable access to data relating to health, safety, or environmental issues at WIPP.
2. The DOE shall provide the contractor with preliminary reports relating to health, safety, or environmental issues at WIPP.
3. To the extent practicable, DOE shall attend meetings with the contractor to discuss topics relating to health, safety, or environmental issues at WIPP.
4. DOE shall provide the contractor access to the WIPP site and DOE offices as "General Employee" access. Unescorted access to the WIPP underground will be granted to the contractor only after completion of DOE provided training.

SECTION D - PACKAGING AND MARKING

D.1 Packaging

- a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).
- b) Reports deliverable under this contract shall generally be mailed by use of first-class mail, unless the urgency of the deliverable sufficiently justifies the use of a commercially-available overnight mail service. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer.

D.2 Marking

- a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - 1. Identifies the contract by number under which the item is being delivered.
 - 2. Identifies the deliverable Item Number or Report Requirement which requires the delivered items.
 - 3. Indicates whether the contractor considers the delivered item to be a draft or partial delivery, or full satisfaction of the requirement.
- b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the Contracting Officer.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR) as specified in Section G.4 or other duly authorized Government representative. Inspections will be conducted in accordance with FAR clause 52.246-6, "Inspection - Time and Material and Labor Hour" found in Section I.

E.2 Acceptance

Acceptance of all work and effort under this contract (including "Reporting Requirements") shall be accomplished by the Contracting Officer after concurrence by the COR or other duly authorized Government representative.

E.3 Clauses Incorporated By Reference

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FAR 52.246-6 Inspection—Time-and-Material and Labor-Hour. (May 2001)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Term of Contract

The basic term of this contract will be from October 1, 2005 through September 30, 2006. At the Government's option, with the consent of the Contractor at the time of award, this contract may be extended for up to four twelve (12) month Option periods pursuant to Section B.4 "Option(s) to Extend the Contract". The total duration of this contract is five years (October 1, 2005 – September 30, 2010).

F.2 Principal Place of Performance

The proposed contract requires oversight of DOE's Waste Isolation Pilot Plant (WIPP) in Carlsbad, New Mexico.

F.3 Deliverable Reports

The contractor shall deliver the reports specified in the Statement of Work.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Correspondence Procedures

All correspondence submitted by the contractor (*except for invoices and reports*) shall be subject to the following procedures:

- a. Technical Correspondence. Technical correspondence concerning performance of this contract (including correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with a concurrent information copy of the correspondence provided to the assigned DOE Contract Specialist as specified in Section G.3.
- b. Non-technical Administrative Correspondence. All other correspondence shall be addressed to the designated DOE Contract Specialist, with a concurrent information copy of the correspondence provided to the DOE COR as specified in G.3.
- c. Subject Line(s). All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

"SUBJECT: Contract No. DE-AC30-05EW03005. (Insert subject topic after contract number, e.g., "Request for Change in timing requirements for Deliverables")".

G.2 Submission of Vouchers/Invoices

- a. The Contractor shall submit invoices on a monthly basis (within 5 work days after the last day of each month) in accordance with the FAR 52.232-7 "Payments under Time-and-Materials and Labor-Hour Contracts".
- b. The invoice (Standard Form 1034) should include a statement of cost for services rendered. This statement should include, at a minimum, a breakout by cost or price element (Contract Line Item Number/CLIN) of all services actually provided by the contractor, both for the current billing period and cumulatively for the entire contract. The charges for the current billing period (month) shall be accompanied by any relevant supporting documentation, such as time sheets or outside invoices. Any charges for travel include the destination, employee who incurred the cost, and the brief statement explaining the purpose of the travel along with a copy of all receipts. The statement of cost must include a certification statement signed by a responsible official of the contractor. The Contractor shall submit the invoice to the addressees prescribed below:

Original to:

U.S. Department of Energy
Oak Ridge Operations Office
ATTN: Financial Services Division
P.O. Box 5777
Oak Ridge, TN 37831-5777
1-888-251-3557

One copy to:

Philip N. Murphy, Contracting Officer
Carlsbad Field Office
U.S. Department of Energy

4021 National Parks Highway
Carlsbad, New Mexico 88221
505-234-7465
philip.murphy@wipp.ws

One copy to:

Lloyd Piper, Deputy Manager (COR)
Carlsbad Field Office
U.S. Department of Energy
4021 National Parks Highway
Carlsbad, New Mexico 88221
505-234-7300
Lloyd@wipp.ws

G.3 Contract Administration

The contract will be administered by:

Contract Specialist/Contracting Officer:

Philip N. Murphy, Contracting Officer
Carlsbad Field Office
U.S. Department of Energy
4021 National Parks Highway
Carlsbad, New Mexico 88221
505-234-7465

philip.murphy@wipp.ws

G.4 Contracting Officer's Representative (COR)

The COR for this contract is:

Lloyd Piper, Deputy Manager
Carlsbad Field Office
U.S. Department of Energy
4021 National Parks Highway
Carlsbad, New Mexico 88221
505-234-7300

Lloyd@wipp.ws

G.5 Contract Technical Monitor

One or more TMs may be designated by separate letters from the COR. TMs assist the COR in the scope of oversight of the contractor's work duties. The TM is not authorized to change any terms and conditions of the contract; changes in the scope of work may be made only by properly written modification(s) to the contract issued by the Contracting Officer.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Representations, Certifications And Other Statements Of The Offeror

The Representations, Certifications, and Other Statements of the Offeror, dated _____ for this contract are, by reference, hereby incorporated into and made a part of this contract.

H.2 Technical Direction

- a. Performance of the work under this contract shall be subject to the technical direction of DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 1. Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
 2. Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
 3. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the DOE.
- b. Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
 1. Constitutes an assignment of additional work outside the Statement of Work;
 2. Constitutes a change as defined in the contract clause entitled "Changes";
 3. In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 4. Changes any of the expressed terms, conditions or specifications of the contract; or
 5. Interferes with the contractor's right to perform the terms and conditions of the contract.
- c. All technical direction will be issued in writing by the COR.
- d. The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within his authority under the provisions of this clause. If in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in b.1 through b.5 above, the contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer will:
 1. Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
 2. Advise the contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
 3. Advise the contractor in writing within a reasonable time that the Government will issue a written change order.
- e. A failure of the contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken

with respect thereto shall be subject to the provisions of the clause I.47 "52.233-1 Disputes."

H.3 Non-supervision of Contractor Employees on Government Facilities

The Government shall not exercise any supervision or control over contractor employees performing services under this contract in any manner that may constitute the establishment of an "employer-employee" relationship. The contractor's employees shall be accountable solely to the contractor's management, who in turn are responsible to the Government.

H.4 Modification Authority

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- a. Accept nonconforming work,
- b. Waive any requirement of this contract, or
- c. Modify any term or condition of this contract.

H.5 Site Operating Contractor Oversight

- a. The contractor hereby agrees that while performing work on Federal property or within any facilities leased or owned by DOE, it shall comply with applicable Federal, state and local laws, regulations, DOE orders and directions, and with the standards and procedures of the site operating contractor(s) with respect to health, safety, environmental, quality assurance, and safeguard and security matters. The contractor acknowledges that the performance by the WIPP site operating contractor (Washington TRU Solutions) is not intended to and does not reduce the contractor's obligations, responsibilities, and/or accountability to DOE or any regulatory agency, including judicial body, responsible for audit, licensing, permitting, or other administrative review or adjudication capacity.
- b. The contractor agrees to cooperate fully and in good faith with DOE and the site operating contractor to perform their contractual obligations, including allowing for evaluation of the contractor's programs, procedures, systems, processes, and policies regarding health and safety, housekeeping, environmental requirements, radiation protection, security, quality assurance, industrial hygiene, criticality safety, and related operations. In performing such evaluations, the contractor agrees to allow the site operating contractor access to documents relating to the foregoing, including but not limited to policies; procedures; operating instructions; manuals; training programs; qualification of employees consistent with the Privacy Act; quality assurance program; accident reports; insurance reports and claim files; requests for proposals, bids, and other necessary procurement related documents from or to any Governmental agency relating to such matters; and reports whether generated by the contractor, subcontractor, prospective subcontractors, or a third party relating to such matters.
- c. The Contractor acknowledges that the contracts which govern the work performed by the site operating contractor(s) authorize them to, under specified circumstances, suspend work of the contractor or deny the contractor access to the Governments facilities. The contractor agrees to comply with any such site operating contractor direction.
- d. The contractor agrees to include in any subcontracts, which may include on-site work under this contract, a clause which will obligate such subcontractors to comply with the provisions of this clause and to impose these obligations on all their subcontractors or suppliers, at any tier, which involve performance of work on-site. As used in this clause, subcontractor(s) and subcontract(s) include such at any tier.

H.6 Confidentiality of Information

1. To the extent that the work under this contract requires that the contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or private companies (such as the site operating contractor), the contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
 1. Information which, at the time of receipt by the contractor, is in the public domain;
 2. Information which is published after receipt thereof by the contractor or otherwise becomes part of the public domain through no fault of the contractor;
 3. Information which the contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 4. Information which the contractor can demonstrate was received by it from a third party who did not require the contractor to hold it in confidence.
2. The contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
3. The contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the contractor under this contract, and to supply a copy of such agreement to the Contracting Officer.
4. The contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by the contractor's personnel.
5. This clause shall flow down to all appropriate subcontracts.

H.7 Key Personnel

The personnel specified below are considered as essential to the work being performed. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The Contracting Officer is to be notified not less than 30 days in advance of diverting, or substitution for, any of these individuals. Key personnel position vacancies shall not exceed ten (10) work days. No diversion shall be made by the contractor without the prior written consent of the Contracting Officer. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

Key personnel proposed to fill the key personnel vacancies shall meet or exceed the qualifications stated in the contract and be equal to or exceed the qualifications of the key personnel being replaced. The contractor shall provide the contracting officer with documentation of the above and other information as requested by the contracting officer. The contracting officer's consent shall be obtained to the key personnel being proposed as replacement(s) for the key personnel position.

_____	Director
NAME	TITLE
_____	Deputy Director
NAME	TITLE

H.8 Contractor Employee Training

The contractor shall ensure that **all** employees attend mandatory DOE-provided security and/or safety training, as directed by the DOE COR or site Safety Officer or representative (usually within 30 days of the first date of performance on this contract and at least once annually thereafter). The contractor shall ensure that every employee expected to work on federal property is instructed to safely and competently perform the work.

H.9 Safety in the Work Area

The contractor shall take all reasonable safety precautions in the performance of the work under this contract.

H.10 Insurance - Work on a Government Installation

In accordance with the contract clause I.38 "52.228-5 Insurance - Work on a Government Installation," the following types and minimum amounts of insurance are required during the performance of this contract:

- a. Worker's Compensation and Employer's Liability Insurance:
 - (1) The amount required under applicable Workers Compensation and Occupational Disease statutes.
 - (2) Employer's liability insurance in the amount of \$100,000.
- b. General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- c. Automobile Liability Insurance. Coverage shall be on the comprehensive form of policy, and shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- d. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.11 Lobbying Restrictions

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to members of Congress as described in 18 U.S. C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulations.

H.12 Organizational Conflict of Interest Restrictions

In accordance with FAR 9.502, in performing or by performing this contract, it is possible a potential or actual organizational conflict of interest may occur and consequently, some restrictions on future activities of the contractor in participating in future acquisitions or contracts may be required.

PART II

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

www.arnet.gov/far

I.2	52.202-1	Definitions (As modified by 952.202-1) (Jul 2004)
I.3	952.202-1	Definitions (Mar 2002)
I.4	52.203-3	Gratuities (Apr 1984)
I.5	52.203-5	Covenant Against Contingent Fees (Apr 1984)
I.6	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
I.7	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
I.8	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)
I.9	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (June 2003)
I.10	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)
I.11	52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
I.12	52.204-7	Central Contractor Registration (Oct 2003)
I.13	952.204-75	Public Affairs (Dec 2000)

- a. The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- b. The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.
- c. The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
- d. The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.
- e. Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.
- f. In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.

- g. In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

(End of Clause)

I.14 952.208-70 Printing (Apr 1984)

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8½ by 11 inches one side only, one color. A requirement is defined as a single publication document.

(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the contracting officer in writing and obtain the contracting officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

(End of clause)

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|-------------|-------------------|---|
| I.15 | 52.209-6 | Protecting the Government's Interest When Subcontracting with |
| | | Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005) |
| I.16 | 952.209-72 | Organizational Conflict of Interest (Jun 1997) |
| I.17 | 52.215-2 | Audit and Records - Negotiation (Jun 1999) |
| I.18 | 52.215-8 | Order of Precedence - Uniform Contract Format (Oct 1997) |
| I.19 | 52.217-9 | Option to Extend the Term of the Contract (Mar 2000) |
| I.20 | 52.219-6 | Notice of Total Small Business Set-Aside (Jun 2003) |
| I.21 | 52.219-8 | Utilization of Small Business Concerns (May 2004) |
| I.22 | 52.219-14 | Limitations on Subcontracting (Dec 1996) |
| I.23 | 52.222-3 | Convict Labor (Jun 2003) |
| I.24 | 52.222-4 | Contract Work Hours and Safety Standards Act—Overtime Compensation |
| | | (Jul 2005) |
| I.25 | 52.222-20 | Walsh-Healey Public Contracts Act (Dec 1999) |
| I.26 | 52.222-21 | Prohibition of Segregated Facilities (Feb 1999) |
| I.27 | 52.222-26 | Equal Opportunity (Apr 2002) |
| I.28 | 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam |
| | | Era, and Other Eligible Veterans (Dec 2001) |
| I.29 | 52.222-36 | Affirmative Action for Workers with Disabilities (Jun 1998) |
| I.30 | 52.222-39 | Notification of Employee Rights Concerning Payment of Union Dues or |
| | | Fees. (Dec 2004) |

- a. Definition. As used in this clause: "United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- b. Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

*National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)*

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- c. The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- d. In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

- e. The requirement to post the employee notice in paragraph (b) does not apply to:
- (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that:
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (iii) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
 - (5) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall:
 - (i) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs
 - (ii) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (iii) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
 - (6) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3©. For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.
- (End of clause)

I.31	52.222-43	Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts)(May 1989)
I.32	52.223-5	Pollution Prevention and Right-to-Know Information Alternate I (Aug 2003)
I.33	52.223-6	Drug-Free Workplace (May 2001)

I.34 952.224-70 Paperwork Reduction Act (Apr 1994)

- a. In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).
- b. The contractor shall request the required OMB clearance from the contracting officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the contracting officer. The contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the clause entitled "Excusable Delays," if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the contracting officer.
(End of clause)

I.35 52.225-13 Restrictions on Certain Foreign Purchases (Mar 2005)

I.36 52.227-14 Rights in Data—General, Alternate II (Jun 1987)

I.37 952.227-82 Rights to proposal data (Apr 1994)

Except for technical data contained on pages of the contractor's proposal dated which are asserted by the contractor as being proprietary data, it is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.
(End of clause)

I.38 52.228-5 Insurance – Work on a Government Installation (Jan 1997)

I.39 52.229-3 Federal, State, and Local Taxes (Apr 2003)

I.40 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (Apr 2003)

I.41 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (Dec 2002)

I.42 52.232-17 Interest (Jun 1996)

I.43 52.232-18 Availability of Funds (Apr 1984)

I.44 52.232-23 Assignment of Claims (Jan 1986)

I.45 52.232-25 Prompt Payment (Oct 2003)

I.46 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (Oct 2003)

I.47 52.233-1 Disputes (Jul 2002)

I.48 52.233-3 Protest after Award (Aug 1996)

I.49 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)

I.50 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

I.51 52.242-3 Penalties for Unallowable Costs (May 2001)

I.52 52.243-3 Changes—Time-and-Materials or Labor-Hours (Sep 2000)

I.53 52.244-2 Subcontracts (Aug 1998)

I.54 52.244-6 Subcontracts for Commercial Items (Dec 2004)

I.55 52.245-1 Property Records (Apr 1984)

I.56 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (May 2004)

I.57 52.245-19 Government Property Furnished "As Is." (Apr 1984)

I.58 52.246-25 Limitation of Liability—Services (Feb 1997)

I.59	52.248-1	Value Engineering (Feb 2000)
I.60	52.249-2	Termination for Convenience of the Government (Fixed-Price) (May 2004)
I.61	52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (Sep 1996)
I.62	52.249-14	Excusable Delays (Apr 1984)
I.63	52.253-1	Computer Generated Forms (Jan 1991)

PART III

SECTION J- LIST OF ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

<u>Attachment</u>	<u>Description</u>
A	Reporting Requirements Checklist

ATTACHMENT A

REPORTING REQUIREMENTS CHECKLIST

Report Distribution List and Due Dates

Report		Frequency	Copies	Due Date
1.	Progress Reports	R	2	Within 5 days of Quarter End
2.	Financial Status Report	M	2	Within 5 days of Month End
3.	Annual Report	A	2	30 days prior to end of POP

Frequency Key:

A	=	Annually
M	=	Monthly
R	=	As Required by Section C

Distribution Address(es):

Philip N. Murphy, Contracting Officer
Department of Energy
Carlsbad Field Office
P.O. Box 3090
Carlsbad, NM 88221

Lloyd Piper, Deputy Manager
Department of Energy
Carlsbad Field Office
P.O. Box 3090
Carlsbad, NM 88221

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

K.2 Women-Owned Business Other Than Small Business (May 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

(End of Provision)

K.3 FAR 52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name: _____

TIN: _____

K.4 52.204-5 Women-Owned Business (Other Than Small Business)(May 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.5 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust

statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(c) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.6 952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE-ADVISORY
AND ASSISTANCE SERVICES (JUN 1997)**

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

(End of provision)

K.7 52.219-1 Small Business Program Representations. (May 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541690**.

(2) The small business size standard is **\$6,000,000.00**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUB Zone small business concern listed, on the date of this representation, on the List of Qualified HUB Zone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUB Zone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUB Zone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUB Zone small business concern or concerns that are participating in the joint venture: _____.]* Each HUB Zone small business concern participating in the joint venture shall submit a separate signed copy of the HUB Zone representation.

(c) Definitions. As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUB Zone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that—

(a) It ☐ **has**, ☐ **has not** participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ **has**, ☐ **has not** filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards

K.9 52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that—

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

K.11 52.226-2 Historically Black College or University and Minority Institution Representation (May 2001)

(a) *Definitions.* As used in this provision—

“Historically black college or university” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) *Representation.* The offeror represents that it—

☐ is ☐ is not a historically black college or university;

☐ is ☐ is not a minority institution.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 GUIDANCE FOR PROSPECTIVE OFFERORS – IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS

- a. This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective Offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, Offerors proposing a joint venture, subcontracting, or another form of teaming arrangement should review 13 C.F.R. § 121.103, *What is affiliation?*, prior to submitting a proposal.
- b. The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the offeror and on the contracting officer. Accordingly, a finding by the SBA of affiliation between an offeror and its proposed team member(s) or subcontractor(s) may result in the offeror being found to be other than a small business and, therefore, ineligible for contract award.
- c. Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership, common management, and contractual relationships are considered. An offeror will also be found to be affiliated with its subcontractor(s) if the offeror is unusually reliant upon its subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract.
- d. The SBA has issued extensive decisions concerning its evaluation of affiliation of an offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation and may assist prospective Offerors in developing any teaming arrangements and their proposals.
 1. The SBA considers whether proposed subcontracting, partnership, joint venture, or other teaming arrangements contain discrete descriptions of the tasks or work to be performed by each party. The SBA considers whether the offeror or, if the offeror is a joint venture or partnership, the joint venture participants or partners, perform the primary or vital portions of the Statement of Work. The SBA considers whether teaming arrangements clearly set forth the relationship between the parties, as well as the individual roles and responsibilities assigned.
 2. The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the offeror and any entities with which it has teaming arrangements.
 3. The SBA considers the extent to which the offeror directly employs Key Personnel (Program Manager, Project Manager, etc.).
 4. If the offeror is an eligible small business prime contractor, the SBA considers whether the majority of the technical expertise resides with the offeror. If the offeror is an eligible joint venture (see 13 CFR 121.103(f)(3)), the SBA considers whether the majority of the technical expertise resides among the joint venture members.
 5. The SBA considers the Offeror's profit sharing arrangements with its proposed subcontractor or other entities.

6. In reviewing affiliation between the offeror and its proposed subcontractors or entities with which the offeror has a teaming arrangement, SBA considers the previous contractual or business relationships between the offeror and that entity.

L.2 AWARD OF CONTRACT

- (a) Offerors shall note the requirements for Central Contractor Registration specified in Section I.12 "52.204-7 Central Contractor Registration" and at FAR Subpart 4.11.
- (b) The North American Industry Classification System (NAICS) Code for this acquisition is 541690.

L.3 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>
<http://professionals.pr.doe.gov/>

The following solicitation provisions are incorporated by reference:

Provision No.	FAR/DEAR Reference	Title
L.3a	DEAR 952.204-6	Data Universal Numbering System (DUNS) Number (JUN 1999)
L.3b	FAR 52.215-1	Instructions to Offerors, Competitive Acquisition (JAN 2004)
L.3c	FAR 52.215-16	Facilities Capital Cost of Money (JUN 2003)
L.3d	FAR 52.219-24	Small Disadvantaged Business Participation Program – Targets (OCT 2000)
L.3e	FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
L.3f	FAR 52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
L.3g	FAR 52.237-1	Site Visit (APR 1984)
L.3h	DEAR 952.227-84	Right to Request Patent Waiver (FEB 1998)
L.3i	DEAR 952.233-4	Notice of Protest File Availability (SEP 1996)
L.3j	DEAR 952.233-5	Agency Protest Review (SEP 1996)

L.4 DATE AND TIME PROPOSALS DUE

- (a) All Volume I, II, III, and IV written offer and proposal information is due and shall be received by the Contracting Officer no later than 4:00 EDT on September 2, 2005. Written proposal delivery instructions are shown in section L.14 "*Proposal Delivery and Package Markings*".
- (b) The due dates and times above are subject to the requirements of FAR 52.215-1(c).

L.5 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL INFORMATION

- A. Offerors shall prepare proposals based upon an award of a Contract without discussions on or before September 30, 2005 and contract effective date of October 1, 2005.
- B. Offerors may voluntarily submit Key Personnel resumes and Offeror Past Performance information prior to the proposal due date and time shown above. Modifications to such information may be submitted up to the date and time for receipt of proposals.
- C. This Solicitation requires Offerors to submit four separate volumes of written proposal information. Numbers of copies are shown below. Page limitations are provided in the specific proposal instructions for each volume:
 - (1) Volume I, Offer and Other Documents – Original, 2 copies and 2 CD-ROMs.
 - (2) Volume II, Technical Proposal – 6 copies and 6 CD-ROMs.
 - (3) Volume III, Past Performance - 6 copies and 6 CD-ROMs.
 - (4) Volume IV, Price Proposal – Original, 6 copies, and 6 CD-ROMs.
- D. CD-ROMs shall be clearly labeled and contain files that can be read using Microsoft Office 2000. The CD-ROMs are provided for the convenience of the DOE Source Evaluation Board. The written material constitutes the official Offer and proposal. In the event of a conflict, the written material takes precedence over the CD-ROM text.
- E. All pages of each volume shall be appropriately numbered and identified with the name of the Offeror. Any time a page limitation is specified, a page is defined as a single side. All pages of the proposal are to be submitted on 8 ½" x 11" sheets – no fold-out sheets are allowed. Printing is to be on one side of paper only. Print type used in the text portions of the proposal shall be no smaller than size 12. Print type used in charts, graphs, figures and tables may be smaller than size 12, but must be clearly legible. Page margins (distance between the edge of the page and the body of the proposal) shall be 1-inch on the top, bottom, left, and right sides of the page. Those pages that exceed the limits set forth in Section L of this Request for Proposal (RFP) will not be considered in the evaluation (note: Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page).
- F. If a proposal exceeding the page limitation is received, the additional pages will not be read and evaluated by DOE. The pages exceeding the page limitation will be removed from the proposal and returned to the Offeror.
- G. The Original of the proposal shall contain signed originals of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

- H. Proposals are expected to conform to all solicitation provisions and be prepared in accordance with the instructions and outline contained in this Section L. The proposal information will be reviewed to ensure compliance by the Offeror with all aspects of this RFP. To aid in evaluation, proposals shall be clearly and concisely written, neat, indexed (cross-indexed as appropriate), and assembled logically. Extraneous, repetitious, or wordy submissions are not desired. Neither offers nor acknowledgments may be provided electronically, by facsimile, or by telephone. Pages shall be sequentially numbered with the volume and page numbers and the name of the Offeror, the date, and solicitation number on each page. Failure to respond to or follow the instructions regarding the organization and content of the technical proposal may result in the Offeror's proposal being deemed non-responsive.
- I. Proposals shall be submitted with a numbering system for paragraphs and subparagraphs that is consistent with this Section L.
- J. Using the Evaluation Criteria set forth in Section M, proposals will be evaluated in accordance with applicable Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) provisions.
- K. These instructions are provided to aid Offerors in the preparation of their proposals. These instructions and the information contained in these instructions are not evaluation Criteria for this solicitation. **The evaluation Criteria are contained in Section M of this solicitation.**

L.6 PROPOSAL PREPARATION INSTRUCTIONS – COVER LETTER AND VOLUME I, OFFER AND OTHER DOCUMENTS

- (a) **Cover Letter**. The cover letter shall include but not be limited to the following:
 - (1) The solicitation number;
 - (2) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror;
 - (3) Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate with the Government on the Offeror's behalf in connection with this Solicitation;
 - (4) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority;
 - (5) The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
 - (6) The complete formal name and address of the Offeror's organization and/or other participants to be used in any resulting contract. Provide Dun and Bradstreet LTD DUNS number for each organization and new entity if one is being created;
 - (7) The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror, contractor team arrangement (as defined at FAR 9.601), or parent company, as applicable (such as contract administration within the meaning of FAR 42.3, Audit, and Equal Employment Opportunity); and
 - (8) A statement that the Offeror grants to the Source Evaluation Board or its authorized representatives, the right to examine, for purposes of verifying the

information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and this right may be exercised in connection with any such reviews deemed necessary by the Government.

(b) **Volume I, Offer and Other Documents** (No page limitation)

Volume I, "Offer and Other Documents," consists of the actual Offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the Offeror, and any other administrative information. Volume I, "Offer and Other Documents," shall include the following (in the order listed):

- (1) Fully executed "Solicitation, Offer, and Award" (Standard Form 33, page 1 of the RFP) shall be used as the first page of each copy of Volume I, Offer. Sections B through J of the model contract shall not be submitted, except for any required fill-in information.
 - (a) Acceptance Period. Unless a longer acceptance period is specified by the offeror on the Standard Form 33, acceptance period shall not be less than 90 days.
 - (b) Signature Authority. The person signing the Standard Form 33 must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.
 - (c) By signing Standard Form 33, the Offeror agrees to accept the Contract (Sections A through K of this RFP) as written. Any exceptions or deviations to the terms of this Contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the Contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the Contract.
- (2) A fully completed Section B Pricing Schedule. Supporting detail for this Table will be provided under Volume III, Price Proposal per the instructions in Provision L.8 *Proposal Preparation Instructions – Volume III, Price Proposal*;
- (3) Offeror Representations and Certifications (Section K);
- (4) Section L Attachment L-2 *List of Key Personnel*. This List will become part of the contract in the Section H clause entitled *Key Personnel*; and
- (5) The acknowledgments of receipt of all amendments to this solicitation.

L.7 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL PROPOSAL

50 page limitation, except for specific page limitations set forth below for Sub-criteria A(iii) & A(iv)

Criterion A – Technical

(i) Sub-criterion A1: Key Personnel and Staffing Plan

The Offeror shall propose Key Personnel in the position of Director and Deputy Director in accordance with the requirements of the Statement of Work. The Offeror should also submit information in the resume that demonstrates that the proposed Director and Deputy Director are scientists of national eminence in the field of nuclear waste disposal and are free from any biases related to the activities of WIPP, and widely known for their integrity and scientific expertise.

The Offeror shall identify the two Key Personnel in Section L, Attachment L-2, *List of Key Personnel*. Upon award, the Key Personnel will become part of the Section H clause entitled *Key Personnel*.

The Offeror shall submit written resumes using the format provided in Section L, Attachment L-3, *Key Personnel Standard Resume Format*, for each proposed Key Person. Each resume shall not exceed four (4) pages.

The Offeror shall submit a signed letter of commitment from each proposed key person, which certifies to the following statement “I hereby certify that the resume submitted as part of the proposal is true and correct, and that the individual will accept the proposed position, if _____ receives the award.” Complete the blank with the Offeror’s name.

Resumes and Letters of Commitment do not count toward the total Volume II page limitation. References may be contacted regarding qualifications and performance and such information will be taken into consideration in the evaluation.

The Offeror shall also provide a staffing plan describing its proposed staffing, and how it will hire and retain qualified individuals, i.e. scientists and engineers of integrity and scientific expertise to meet the requirements of the Statement of Work, including scientific and engineering disciplines needed for a thorough review of WIPP, including providing expertise in the areas of geology, hydrology, health physics, environmental engineering, probability risk analysis, mining engineering, radiation chemistry and nuclear waste disposal.

The Offeror shall identify any of the Director and Deputy Director’s past and/or current interests and/or involvement related to the activities of the WIPP and/or the stakeholders identified in subcriterion A2, and its approach to minimize its influence on the Director and Deputy Director’s ability to remain independent and free from any bias.

The Offeror shall provide a risk assessment that identifies the risks associated with hiring and maintaining qualified personnel and its planned approach to mitigate the risks identified.

(ii) Sub-Criterion A2: Independent Reviews and Evaluations

The Offeror shall describe its approach to and methodology of ensuring and maintaining its independence during performance of the reviews and evaluations. This approach shall include a description of the independence and integrity of the Offeror's organizational structure as it pertains to the public, WIPP regulators and ongoing DOE efforts associated with WIPP and how it shall maintain the independence and integrity of its reviews and evaluations and organizational structure. The Offeror shall describe its approach to all of the above in relationship to each of the following WIPP stakeholders:

- DOE/CBFO;
- Sandia National Laboratories DOE's WIPP Scientific Advisor;
- Carlsbad Environmental Monitoring and Research Center;
- New Mexico Environment Department;
- US Environmental Protection Agency;
- Scientific community, e.g. The National Academies; and
- The public at large

The Offeror shall identify any of its current and/or past interests and/or involvement related to the activities at WIPP and/or the stakeholders identified above, and its approach to minimize its influence on the Offeror's ability to remain independent and free from bias.

The Offeror shall provide a risk assessment that identifies the risks associated with maintaining its independence and its planned approach to mitigate the risks identified.

(iii) Sub-Criterion A3: National TRU Waste Management Program and WIPP

(The page limitation for this section of the proposal is five pages.)

The Offeror's proposal shall describe its strategy and approach to perform the independent reviews and evaluations required by the Statement of Work. As part of this description, the Offeror shall present, explain, and demonstrate its understanding of the National TRU Waste Management Program and the Waste Isolation Pilot Plant by providing examples of three potential Study areas (in order of highest importance) and additionally describe its rationale for selecting the order of importance of the three potential Study areas.

(iv) Sub-Criterion A4: Stakeholder Communications

(The page limitation for this section of the proposal is six pages.)

The Offeror's proposal shall illustrate its approach to stakeholder communications by describing the technical issues and line of inquiry for the study area that the offeror proposed as the highest in importance in its proposal addressing Sub-Criterion A3 above. This description shall address communications to the public (no more than 2 pages) and the scientific community (no more than 4 pages). The Offeror shall also describe the location(s) (city, state) of where the effort will be performed. The Offeror, in its approach to the above, should address establishing and maintaining lines of communication with the WIPP stakeholders identified in Sub-Criterion A-2.

The Offeror shall provide a risk assessment that identifies the stakeholder communications and its planned approach to mitigate the risks identified.

L.8 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, PAST PERFORMANCE PROPOSAL

Criterion B – Past Performance

CAUTION: Offerors are reminded that both independent data and data provided by Offerors in their proposals may be used to evaluate past performance and experience. Since the government may not necessarily interview all of the sources provided by the Offeror, it is incumbent upon the Offeror to explain the relevance of the data provided. The government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete experience/past performance information remains with the Offeror. Proposals that do not contain the information requested by the paragraphs below, risk rejection or a low rating for past performance and/or experience.

The Offeror shall submit its relevant past performance information for five projects currently being performed or completed within the past three years.

Past performance information shall be provided for projects that are most similar to the independent evaluation of the design, construction, and operations of hazardous waste disposal facilities as they relate to the protection of the public health and safety and the environment and similar in contract type, scope, complexity, duration, and/or risk. The offeror is responsible for including a sufficiently detailed description of the projects to enable determination of similarity as described above and relevancy.

For each of the five projects, the Offeror shall submit the past performance information as shown in Section L, Attachment L-4, *Offeror Past Performance Reference Information Worksheet and Questionnaire*, and describe the relevance of the project.

In addition, each Offeror shall forward an *Offeror Past Performance Reference Letter and Questionnaire*, as specified in Attachment L-4 to Section L, for each project cited above to the appropriate point of contact for that project. The point of contact for each project shall complete and forward the questionnaire to the Contracting Officer identified in Section L.16 below prior to the closing date of the RFP. The Offeror is responsible for ensuring that the point of contact to which it has sent the questionnaire returns the questionnaire to the contracting officer.

A minimum of one Attachment L-4 shall be submitted for each Offeror, each proposed major subcontractor; one each for the proposed Director and Deputy Director and one for each member of the Offeror's team (as described in FAR 9.601), if applicable. In the event that the number of Offeror team members exceeds three, the Offeror shall submit separate questionnaires for just three team members.

Past Performance written information Attachments L-4 and L-5 shall be in a separate binder and do not count toward the total Volume II page limitation.

L.9 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME IV, PRICE PROPOSAL

- a. The DOE has a funding limitation of \$900,000 per year not to exceed \$4.5M total over the life of the contract to perform the effort described in this solicitation. AN OFFEROR MAY BE REJECTED IF ITS TOTAL PROPOSED PRICE EXCEEDS THIS FUNDING LIMITATION.
- b. The Offeror shall provide a completed Section B.2 with proposed fully-burdened labor rates and extended prices to perform the desired effort as set forth in the Statement of Work for the base year and all option years. The Offeror shall explain and document the derivation of the prices proposed. If there is a conflict between the fully-burdened labor rate and the DPLH and the extended price, the government will use the fully-burdened labor and DPLH proposed in calculating the extended pricing.

The Offeror shall describe its basis of estimate for travel costs and other direct costs for base year and option years, including number of trips and locations and cost for each, escalation, supplies, leases, office space, furniture, etc.

Since the Price Proposal will be evaluated to determine such matters as the reasonableness and completeness of the Price, and understanding of the magnitude of effort, it should be accurate, complete, and well documented. Contractual Price information is not to be included in the other Volumes of the Proposal.

All pages, including forms, must be page numbered and all forms, tables, or exhibits must be identified in the table of contents or index.

- c. Responsibility Determination and Financial Capability

FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but not be limited to, the following:

- i. Financial statements (audited, if available) and notes to the financial statements for the last three fiscal years;
- ii. The information in subparagraph (1) above for all participants if the Offeror is a joint venture or other teaming arrangement; and
- iii. Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from the Defense Contract Audit Agency as part of the Government's consideration in making the responsibility determination.

L.10 POST-AWARD PUBLIC COMMUNICATIONS EXECUTIVE SUMMARY

Within 24 hours of Contract award, the successful Offeror shall notify the public by providing a brief Executive Summary of its Offer. The purpose of the Executive Summary is to provide immediate release to the stakeholders and public at large with relevant information regarding the awardee's approach for conducting independent reviews and evaluations of the WIPP site.

The Executive Summary shall include, at a minimum, a summary of the major features and advantages of the Offer; a summary of strategy and approach to performing the reviews; and identification of the Director and Deputy Director.

L.11 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)/DEAR 952.233-2 SERVICE OF PROTEST

- (a) Protests, as defined in FAR 33.101, *Definitions*, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office, shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

If using U. S. Mail:

David H. Hess
Contracting Officer
U.S. Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street
Suite 500
Cincinnati, Ohio 45202

If using Express Delivery:

David H. Hess
Contracting Officer
U.S. Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street
Suite 500
Cincinnati, Ohio 45202

Telephone: (513) 246-0590
Facsimile: (513) 246-0529
E-mail: david.hess@emcbc.doe.gov

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the General Accounting Office.
- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in Paragraph (b) of this Provision:

U.S. Department of Energy
Assistant General Counsel for Procurement and
Financial Assistance (GC-61)
1000 Independence Avenue, S.W.
Washington, DC 20585
Fax: (202) 586-4546

L.12 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this RFP will contain Part I—The schedule, Part II—Contract Clauses, and Part III, Section J—List of Documents, Exhibits, and Other Attachments, and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors.

L.13 DOE ISSUING OFFICE

David H. Hess
Contracting Officer
U.S. Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street
Suite 500
Cincinnati, Ohio 45202

Telephone: (513) 246-0590
Facsimile: (513) 246-0529
E-mail: david.hess@emcbc.doe.gov

L.14 PROPOSAL DELIVERY AND PACKAGE MARKINGS

Mailed (U. S. Mail) proposals shall be marked as follows:

FROM:

MAIL TO:

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street
Suite 500
Cincinnati, Ohio 45202

Solicitation No. DE-RP30-05EW03005
Due Date: September 2, 2005
(Attention: Ms. Tamara Ludwig)

Next Day Delivery (e.g., U. S. Postal Service Express Mail or commercial couriers) proposals shall be marked as follows:

FROM:

SEND TO:

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street
Suite 500
Cincinnati, Ohio 45202

Solicitation No. DE- DE-RP30-05EW03005
Due Date: September 2, 2005
(Attention: Ms. Tamara Ludwig)

Hand carried proposals shall be marked as follows:

FROM:

HAND CARRY TO:
United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street
Suite 500
Cincinnati, Ohio 45202

Solicitation No. DE-RP30-05EW03005
Due Date: September 2, 2005
(Attention: Ms. Tamara Ludwig)

Note: Offerors hand carrying proposals to the above address must telephone the Contracting Officer one business day in advance to arrange delivery:

If the Offeror elects to forward the Offer by means other than the U.S. Mail, it assumes the full responsibility of insuring that the Offer is received at the place and by the date and time specified in this solicitation. Facsimile or electronic commerce offers will not be accepted.

Hand carried package(s) may only be delivered during the hours 8:00 a.m. to 4:00 p.m. local time on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

L.15 FALSE STATEMENTS

Proposals must set forth full, accurate, and complete information as required by this Solicitation (including attachments). The penalty for making false statements therein is prescribed in 18 U.S.C. 1001.

L.16 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This Solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof, or to acquire or contract for any services.

L.17 AMENDMENT OF THE SOLICITATION

The only method by which any term of the RFP may be modified is by an express, formal amendment to the Solicitation generated by the issuing office. No other communication made at any scheduled conference or subsequent discussions, whether oral or in writing will modify or supersede the terms of the RFP.

L.18 COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

L.19 NOTICE OF LABOR PROVISIONS

- (a) The Offeror should note that this solicitation includes in the proposed Contract, clauses requiring the listing of employment openings with the local office of the Federal-State employment service system where a contract award is for \$10,000 or more. (See clauses "Affirmative Action for Special Disabled and Vietnam Era Veterans" and "Affirmative Action for Handicapped Workers.")

- (b) General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, DC, 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

L.20 RESPONSIBLE PROSPECTIVE CONTRACTORS

- (a) The general and additional minimum standards for responsible prospective Contractors set forth at 48 CFR 9.1 and 48 CFR 909.104-70 apply.
- (b) DOE may conduct pre-award surveys in accordance with FAR 9.106 and may solicit from available sources, any relevant information concerning the Offeror's record of past performance, and DOE may use such information in making determinations of prospective contractor responsibility.

L.21 DISPOSITION OF PROPOSALS OR BIDS

Proposals or bids will not be returned (except for timely withdrawals). Proposals not required for official record retention will be destroyed.

L.22 DISPOSITION OF SOLICITATION DOCUMENTS

Drawings, specifications, and other documents supplied with the Solicitation may be retained by the Offeror (unless there is a requirement for a document to be completed and returned as a part of the Offer).

L.23 ALTERNATIVE PROPOSAL INFORMATION

Alternative proposals will not be evaluated.

L.24 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used exclusively and will be the sole method used for distributing the solicitation and amendments thereto to the public. The Solicitation and any amendments will be posted on the DOE E-Center Industry Interactive Procurement System (IIPS) at:

<http://www.pr.doe.gov/>

The above electronic medium will constitute the official distribution method for this Solicitation. All amendments and any other official communications from the agency regarding this Solicitation will be posted through this medium. Offerors and all other interested parties shall maintain continual surveillance of the above website to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the Solicitation.

L.25 QUESTIONS ON SOLICITATION

Offerors may submit questions regarding the Solicitation through the DOE E-Center IIPS website at:

<http://www.pr.doe.gov/>

Questions and answers may be grouped and paraphrased as necessary by DOE. Questions submitted more than 30 days after issuance of the Solicitation may not be answered and may not be a basis for amending this Solicitation.

L.26 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 90 days

L.27 AVAILABILITY OF REFERENCED DOCUMENTS AND ORGANIZATIONAL INTERNET URL ADDRESS INFORMATION

Various reference documents for the Offeror's information and use in connection with preparing an Offer and other written proposal information under this Solicitation will be made available through the DOE E-Center IIPS website at:

<http://www.pr.doe.gov/>

Information as it relates to the Waste Isolation Pilot Plant can be located at the following website:

<http://www.wipp.ws/>

L.28 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government intends to award a time and materials/labor hour type contract resulting from this Solicitation.

Attachment L-1

List of Key Personnel

Name

Title

Director _____

Deputy Director _____

Attachment L-2

Key Personnel Standard Resume Format

Name:

Country of Citizenship:

Proposed Title/Assignment on Contract:

Availability Date and Period of Commitment:

Experience Summary (a succinct summary of overall experience and capabilities including duration of performance and dollar level of projects):

Current Assignment (include from/to dates):

Current Client/Customer (include current address and telephone number):

Description of Current Assignment:

Description(s) of Experience Relevant to Proposed Contract Assignment:

Technical Qualifications (include special skills and relevant technical training):

Education Above High School (include from/to dates and current address and telephone number):

Three Knowledgeable Client/Customer Business References (include from/to dates and current address, telephone number, and e-mail address):

Attachment L-3

Offeror Past-Performance Reference Information Worksheet and Questionnaire

Reference Information Worksheet
(See instructions on the following page)

1. Complete name of Government agency, commercial firm, or other organization	
2. Complete address	
3. Contract number or other reference and type	4. Date of contract
5. Date work commenced	6. Date work was completed
7. Contract type and Contract Value	8. Final amount invoiced or amount invoiced to date
9a. Technical point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)	9b. Contracting point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)
9c. Environmental Regulator point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)	10. Consultants and partners/subcontractors used (names, addresses, and phone numbers)
11. Project/Contract Title	
12. Description of contract work (Describe nature and scope)	
Attach additional sheet if necessary (one additional sheet maximum)	

Instructions for Completing the Reference Information Worksheet

- Item 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.
- Item 2. Insert the customer's complete address, including both post office box and street addresses, if applicable.
- Item 3. Insert any contract number or other contract reference used by the customer and contract type.
- Item 4. Insert the date on which the contract came into existence.
- Item 5. Insert the date on which you started to perform the work.
- Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 7. Insert the contract type and contract value (separately listing fee if cost-type).
- Item 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 9a. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 9c. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of (a) lead environmental regulator(s) or a State regulatory office director under whose authority environmental regulations would be enforced.
- Item 10. Insert names and phone numbers of consultants and partners/subcontractors used.
- Item 11. Insert the title of the project and/or contract.
- Item 12. Describe the nature and scope of the work. Describe the relevance of the work to the current acquisition and discuss performance. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance.

Past Performance Letter

Date _____

Dear _____:

We are participating in a proposal for a Department of Energy (DOE) Contract for independent review and evaluation of the Waste Isolation Pilot Plant (a nuclear waste disposal facility) in the State of New Mexico. We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance. Please return the completed questionnaire to the following address within ten calendar days:

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting, Attn: Ms Tamara Ludwig
250 E 5th Street
Suite 500
Cincinnati, OH 45202

Please mark the envelope:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104”
“TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

Please remember to provide your contact information at the end of the questionnaire.

Please use the following definitions to provide your ratings:

- 0 - Unsatisfactory - The contractor failed to meet the minimum contract requirements.
- 1 - Poor - Performance was less than expected. The contractor performed below minimum contract requirements.
- 2 - Satisfactory - Performance met expected levels. The contractor met the minimum contract requirements.
- 3 - Good - Contractor performance exceeded expected levels. The contractor performed above minimum contract requirements and displayed a thorough understanding of contract requirements.
- 4 - Excellent - Contractor performance substantially exceeded expected levels of performance. The contractor consistently performed above contract requirements, displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance.
- NA - Not applicable
- DK - Don't know. No knowledge available to rate this question.

Respondents are strongly encouraged to provide an explanatory narrative under REMARKS. If more space is needed, please attach additional pages.

Past Performance Questionnaire

0=Unsatisfactory, 1=Poor, 2=Satisfactory, 3=Good, 4=Excellent, NA=Not Applicable, DK=Don't Know

Name of Contractor:

Did the contractor adhere to contract delivery schedules/response times/cost estimates/budgets? 0 1 2 3 4 NA DK

Did the contractor submit reports that were of good quality and on-time? 0 1 2 3 4 NA DK

Did the contractor maintain its independence from outside stakeholders in the performance of its work? 0 1 2 3 4 NA DK

Was the Statement of Work executed effectively by the contractor in a consistently high quality manner? 0 1 2 3 4 NA DK

Was the contractor effective in subcontract management? 0 1 2 3 4 NA DK

Did the contractor's corporate office effectively support your contract? 0 1 2 3 4 NA DK

Was the contractor effective in working with regulators, stakeholders, organized labor, community groups, and other interested persons? 0 1 2 3 4 NA DK

Would you select this contractor again? Yes_____ No_____

Name of Contractor:

Remarks:

Respondent: Please fill in the following table:

Item	Fill-In
Your Name	
Title	
Organization Name	
Organization Address (including City, State, ZIP)	
Telephone Number (w/area code)	
Facsimile Number (w/area code)	
e-mail address	

SECTION M - EVALUATION CRITERIA FOR AWARD

M.1 BACKGROUND/INTRODUCTION

This acquisition will be conducted pursuant to FAR Part 15 and DEAR Part 915. The instructions set forth in Section L, *Instructions, Conditions, and Notices to Offerors*, are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the government. The Offeror must furnish adequate and specific information in its response. A proposal will be eliminated from further consideration before the evaluation if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

Any exceptions or deviations to the terms and conditions of the contract will make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

DOE intends to evaluate proposals and award a Contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms. DOE reserves the right to conduct discussions, if the Contracting Officer later determines it is necessary.

M.2 BASIS FOR CONTRACT AWARD

DOE intends to award one Contract to the responsible Offeror whose proposal is responsive to the solicitation and determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating the strengths and weaknesses of each Offeror's proposal in accordance with the evaluation criteria below.

Selection of the best value to the Government will be achieved through a process of evaluating the strengths and weaknesses of each Offeror's proposal in accordance with the evaluation criteria specified in Section M.3 below and comparing that evaluation to all of the Offeror's "Total Proposed Contract Prices" as defined in Section M.3 below. In determining the best value to the Government, the Criteria A and B when combined are significantly more important than price. The Government is more concerned with obtaining a superior technical proposal than making an award at the lowest proposed contract price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Technical Proposal over another. Thus, to the extent that Offerors' Technical Proposals are evaluated as close or similar in merit, price is more likely to be a determining factor.

M.3 EVALUATION CRITERIA

Evaluation Criteria A and B, constitute the Technical and Past Performance Evaluation Criteria.

(Corresponding proposal preparation instructions are in Sections L.7 & L.8).

Evaluation Criterion C constitutes the Price Evaluation Criterion.

(Corresponding proposal preparation instructions are in Section L.9).

Criterion A: Technical (consisting of Sub-criterion A1, A2, A3 and A4)

a. Sub-criterion A1: Key Personnel and Staffing Plan

The DOE will evaluate the Offeror's proposed key personnel for qualifications and suitability to the proposed positions using resumes (and information provided by references if contacted) provided by the Offeror. The DOE will evaluate education and experience and ability and capability to perform the proposed position. The DOE will evaluate the extent to which the proposed Director and Deputy Director are scientists of national eminence in the field of nuclear waste disposal.

The DOE will also evaluate the Director and Deputy Director's past and/or current interests and/or involvement related to the activities of the WIPP and/or the stakeholders identified in sub-criterion A2, and its approach to minimize the influence on the Director and Deputy Director's ability to remain independent and free from any bias.

The DOE will also evaluate the thoroughness and quality of the Offeror's proposed staffing plan. This evaluation will consist of an evaluation of an Offeror's approach to obtaining and maintaining qualified staff necessary to perform the Statement of Work, including professional staff of scientists and engineers of recognized integrity and scientific expertise representative of the scientific and engineering disciplines including such disciplines as geology, hydrology, health physics, environmental engineering, probability risk analysis, mining engineering, radiation chemistry, and/or nuclear waste disposal and obtaining and maintaining a staff that meets or exceeds the qualifications and experience required for scientists and engineers employed by the Federal Government in grades GS-13 through GS-15.

The qualifications and pay scales can be found at the following websites:

<http://www.opm.gov/oca/05tables/html/gs.asp>
<http://www.opm.gov/oca/05tables/html/gs.asp>

The DOE will also evaluate the Offeror's risk assessment as it pertains to hiring and maintaining qualified personnel and its planned approach to mitigate the risks identified.

Past Performance Information will also be considered in the evaluation of this sub-criterion.

b. Sub-criterion A2: Independent Reviews and Evaluations

The DOE will evaluate the Offeror's approach to ensuring and maintaining the independence and integrity, of the reviews and evaluations during performance of the contract. This evaluation will include an evaluation of the proposed methodology that the offeror will use to ensure and maintain its independence and how it will remain free from bias when performing the review and evaluations of the design and operation of WIPP. DOE will evaluate the organizational structure proposed by the offeror as to how the independence and of the integrity of the structure will be maintained. DOE will evaluate the how the Offeror's approach addresses all of the above in connection with each of the following WIPP stakeholders:

- DOE/CBFO;
- Sandia National Laboratories DOE's WIPP Scientific Advisor;
- Carlsbad Environmental Monitoring and Research Center;
- New Mexico Environment Department;
- US Environmental Protection Agency;
- Scientific Community, e.g. The National Academies; and
- the public at large

The DOE will also evaluate the Offeror's current and/or past interests and/or involvement related to activities of the WIPP and/or the stakeholders identified above, if any, and its approach to minimize its influence on the Offeror's ability to remain independent and free from bias.

The DOE will also evaluate the Offeror's risk assessment associated with maintaining its independence and its planned approach to mitigate the risks identified.

c. Sub-criterion A3: National TRU Waste Management Program and WIPP

The DOE will evaluate the depth and breadth of the Offeror's approach to selecting and performing independent reviews and evaluations required by the Statement of Work with special focus on the selection's applicability to the public health, safety and the environment. The DOE will evaluate the Offeror's level of understanding of the National TRU Waste Management Program and WIPP as demonstrated through its strategy and approach and the three potential Study areas and its rationale for selecting the order of importance of the three potential Study areas.

d. Sub-criterion A4: Stakeholder Communications

The DOE will evaluate the Offeror's approach to establishing and maintaining adequate lines of communication with the WIPP stakeholders identified in sub-criterion A-2. The DOE will evaluate the proposed location of where the Offeror will perform the stakeholder communication work required by the SOW. The DOE will also evaluate an Offeror's approach to effectively communicate with stakeholders at varying levels. The DOE evaluation will include the evaluation of the study area proposed highest in importance under Sub-criterion A3 above and the approach to stakeholder communication to this study area.

DOE will also evaluate the Offeror's risk assessment as it pertains to maintaining stakeholder communications and its planned approach to mitigate the risks identified.

Criterion B: Past Performance

The DOE will evaluate the Offeror's past performance on relevant projects similar to the independent evaluation of the design, construction, and operations of hazardous waste disposal facilities as they relate to the protection of the public health and safety and the environment and similar in contract type, scope, complexity, duration, and/or risk.

The DOE will consider past performance information including that pertaining to quality and timeliness of reports, cost control, and degree of independence. DOE will consider past performance information from independent data sources as well as data provided by the Offeror. An offeror without any record of relevant past performance or for whom information on past performance is not available, shall be evaluated neither favorably nor unfavorably.

Criterion C: Price

The Offeror's price proposal will not be point scored or adjectivally rated, but will be evaluated for completeness, price reasonableness and an Offeror's responsibility and financial capability. It will also be evaluated to determine the best value to the Government as described in Section M. 2 above.

The price reasonableness evaluation will include the following:

1. Comparison of the Offeror's "Total Proposed Contract Price" to other Offeror's "Total Proposed Contract Prices";
2. Comparison of previously proposed prices and previous Government and commercial contract prices with current proposed prices for the same or similar items;
3. Comparison of proposed prices with independent Government cost estimates;
4. Analysis to determine if the proposed prices for one or more of the separate items stated in Section B are significantly over or understated;

and may include the following, if necessary :

1. Use of parametric estimating methods/application of rough yardsticks (such as dollars per pound or per horsepower, or other units) to highlight significant inconsistencies that warrant additional pricing inquiry.
2. Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements.
3. Comparison of proposed prices with prices obtained through market research for the same or similar items.

The responsibility and financial capability evaluation will consider if an Offeror has adequate financial resources to perform the Contract or has the ability to obtain them.

The best value evaluation will be based upon the Offeror's "Total Proposed Contract Price" which means the arithmetic sum of the total proposed prices for each item in Section B, inclusive of options.

For labor categories, the proposed labor rate for each labor category will be multiplied by the maximum quantity of labor hours to determine the total proposed price for each labor category. In the event of a conflict between the proposed labor

category price and the extended price specified by the offeror, the labor rate will be used to determine the total proposed price for that labor category. The proposed labor rates will also be reviewed to determine that the rates, at a minimum, are equivalent to the rates of pay for GS-13 through GS-15 of scientists and engineers employed by the Federal Government. Labor rates should reflect applicable locality pay under the Federal Pay schedule. The rates of pay of the professional staff and the procedures for increasing the rates of professional staff will be reviewed to ensure that these rates and procedures are equivalent to those rates and procedures provided for in the General Schedule pay system under Chapter 53 of Title 5 of the United States Code.

The qualifications and pay scales can be found at the following websites:

<http://www.opm.gov/oca/05tables/html/gs.asp>
<http://www.opm.gov/oca/05tables/html/gs.asp>

The DOE will evaluate the Offeror's proposed basis of estimate for travel costs and other direct costs for base year and option years for reasonableness using the techniques stated above.

The estimated costs (not-to-exceed values specified in the Price Schedule of Section B) establish the total estimated costs for travel and ODC's. This total estimated cost will be added to the total labor price for each year in calculating the total proposed contract price.

The DOE will perform an Organizational Conflict of Interest determination in accordance with Section I.16 "Organizational Conflicts of Interest" based upon the Offerors response to Section K.6 "Organizational Conflicts of Interest – Disclosure".

M.4 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

The Technical and Past Performance Proposals will be evaluated against Evaluation Criterion A and B, respectively, which are listed in descending order of importance. The Evaluation Sub-Criteria within Evaluation Criterion A - Technical are listed in descending order of importance.

The Price will be evaluated against the Price evaluation criterion C. Price will be considered in the overall evaluation of proposals in determining the best value to the Government in accordance with Section M.2 of this solicitation.